

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
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<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Morton International, Inc.		03/18/2003	CORPORATION: INDIANA
Shiple Company, L.L.C.		03/18/2003	LIMITED LIABILITY COMPANY: DELAWARE
<b>RECEIVING PARTY DATA</b>			
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<b>Street Address:</b>	1800 Touchstone Road		
<b>City:</b>	Colonial Heights		
<b>State/Country:</b>	VIRGINIA		
<b>Postal Code:</b>	23834		
<b>Entity Type:</b>	CORPORATION: VIRGINIA		
<b>PROPERTY NUMBERS Total: 3</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	0941184	LAMINAR	
Registration Number:	1633625	CONFORMASK	
Registration Number:	1624295	DYNAMASK	
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<b>NAME OF SUBMITTER:</b>	Anthony King		

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Signature:

/Anthony King/

Date:

04/16/2008

**Total Attachments: 50**

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**CONFIDENTIAL**

ASSET PURCHASE AGREEMENT

By and Between

SHIPLEY COMPANY, L.L.C.,

as Seller,

and

ETERNAL TECHNOLOGY CORPORATION,

as Buyer

Dated as of March 18, 2003

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## ASSET PURCHASE AGREEMENT

This is an ASSET PURCHASE AGREEMENT (the "Agreement"), dated as of March 18, 2003, by and between Eternal Technology Corporation, a Virginia corporation located at 1800 Touchstone Road, Colonial Heights, Virginia 23834 USA, ("Buyer"), and Shipley Company, L.L.C., a Delaware limited liability company located at 455 Forest Street, Marlborough, Massachusetts 01752, U.S.A. ("Seller").

### Background

Seller is engaged in the manufacture, marketing and sale of dry film photoresist products to which a photosensitive lacquer is applied to a substrate and dried, and an interleaf film may or may not be subsequently applied. Seller desires to sell and transfer to Buyer and Buyer desires to purchase from Seller the assets of Seller used in the Business (as defined below), upon the terms and subject to the conditions set forth in this Agreement. Upon the Closing (as defined below), Buyer will appoint Seller (or its designee(s)) as a distributor for the dry film photoresist products manufactured by Buyer, including the Product Line (as defined below), on the terms set forth in the Distribution Agreement (as defined below).

### Terms

In consideration of the mutual representations, warranties, covenants, and agreements, and upon the terms and subject to the conditions hereinafter set forth, and intending to be legally bound hereby, the parties hereby agree as follows:

## ARTICLE I

### DEFINITIONS

Section 1.1. Certain Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "Accounts Receivable" means all amounts owed to Seller by customers of the Business as of the Closing Date determined in accordance with GAAP.

(b) "Affiliate" of any Person means any Person, directly or indirectly controlling, controlled by or under common control with such Person, and includes any Person who is an officer, director or employee of such Person and any Person that would be deemed to be an "affiliate" or an "associate" of such Person, as those terms are defined in Rule 12b-2 of the General Rules and Regulations under the Securities Exchange Act of 1934, as amended. As used in this definition, "controlling" (including, with its correlative meanings, "controlled by" and "under common control with") means possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through ownership of securities, partnership or other ownership interests, by contract or otherwise). For the avoidance of doubt, for purposes of this Agreement Nichigo-Morton Co., Ltd., a Japanese corporation ("Nichigo-

Morton) is not an Affiliate of Seller, and Eternal Chemical Co., Ltd., a Taiwanese corporation, is an Affiliate of Buyer for all purposes.

(c) "Authority" means any Federal, state, local or foreign government department, administrative or regulatory department, agency, authority, commission, board, bureau, tribunal or court or other law, rule or regulation-making entity having jurisdiction over Buyer or Seller.

(d) "Business" means the development, marketing, manufacture and sale of products in the Product Line (as defined below) as conducted by Seller as of the Closing Date.

(e) "CERCLA" means the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended.

(f) "Code" means the Internal Revenue Code of 1986, as amended, and any applicable successor statute.

(g) "Confidential Information" means all trade secrets, information, data, know-how, proprietary processes, systems and procedures of a technical, sensitive or confidential nature in any form relating to Buyer or Seller disclosed in connection with the transactions contemplated by this Agreement.

(h) "Damages" means the aggregate amount of all damages, claims, losses, obligations, liabilities (including any governmental penalty or fines), deficiencies, interest, costs and expenses arising out of or relating to a matter and any actions, judgments, costs and expenses (including reasonable attorneys' fees and all other expenses incurred in investigating, preparing or defending any litigation or proceeding, commenced or threatened) incident to such matter or to the enforcement of this Agreement, excluding consequential or punitive damages.

(i) "Employee" means all individuals with whom Seller maintains on the Closing Date (or other specified date) an employer-employee relationship.

(j) "Environmental Law" shall mean any applicable law, regulation, code, license, permit, order, judgment, decree or injunction from any Authority relating to (i) the protection of the environment (including air, water, soil and natural resources), or (ii) the use, storage, handling, Release (as that term is defined by CERCLA) or disposal of Hazardous Substances.

(k) "Environmental Liabilities" shall mean any and all liabilities and obligations, whether unknown or known, disclosed or undisclosed, realized or contingent, to the extent arising from or relating to (i) any environmental condition including the Release or threatened Release of Hazardous Substance at the Facilities or in connection with the Business; (ii) the off-site transportation, recycling, storage, treatment, use, disposal, Release or threat of Release of Hazardous Substances generated in connection with the Business; and (iii) violations of any Environmental Law by the Business.

(l) "Federal" means any United States federal jurisdiction.

(m) "Former Employee" means all individuals as to whom an employer-employee relationship with Seller existed prior to the Closing Date, but does not exist on the Closing Date.

(n) "GAAP" means generally accepted United States accounting principles applied on a consistent basis throughout the periods in question.

(o) "Hazardous Substances" shall mean any hazardous, toxic or polluting substance, material or waste, including petroleum or any derivative or by-products thereof, asbestos-containing materials and radioactive materials that are defined as "hazardous substances," "hazardous wastes," "hazardous materials," "toxic substances," "toxic pollutants," "pollutants," "contaminants," "wastes" or words of similar import under any law, regulation, code, license, permit, order, judgment, decree or injunction from any Authority relating to the protection of the environment (including air, water, soil and natural resources).

(p) "Intellectual Property" means:

(i) Seller's patents and pending patent applications exclusively used in the Business, including those listed on Schedule 1.1(p)(i), which shows for each such patent and patent application, the serial or patent number, country, filing date and title;

(ii) Seller's registered trademarks and service marks exclusively used in the conduct of the Business and pending registrations by Seller of trademarks and service marks to be exclusively used in the conduct of the Business, including those listed on Schedule 1.1(p)(ii) hereto, which shows for each such trademark or service mark, the registration number, country, registration, renewal dates, mark and class;

(iii) Seller's trade names, logos and common law marks of, exclusively used in the conduct of the Business, including those listed on Schedule 1.1(p)(iii) hereto; and

(iv) Seller's know-how, trade secrets and technology exclusively used in the production, manufacture and marketing of the Product Line.

(q) "Lien" means any lien, encumbrance, security interest, mortgage, pledge, charge, conditional sale or other title retention agreement, preemptive right, easement, covenant, license, option, right of first refusal or other title defect.

(r) "Material Adverse Effect" means any change or circumstances (or series of related changes or circumstances) which causes a material adverse change in the Purchased Assets, the Business or the ability of Seller to consummate the transactions contemplated hereby, other than with respect to any adverse effects which, directly or indirectly, relate to or result from (i) the announcement or pendency of the transactions contemplated by this Agreement, (ii) past, existing or prospective economic or regulatory conditions or other conditions affecting, at any time, the Business or the industry in which the Business competes, (iii) any disruption or change

in the general business or economic conditions in the United States or any foreign country or (iv) any failure by the Business to meet any projections, forecasts or revenue or earnings predictions for any period ending on or after the date of this Agreement, whether internal, published or otherwise disclosed to Buyer. References in this Agreement to dollar amount thresholds shall not be deemed to be evidence of a Material Adverse Effect or materiality.

(s) "Permitted Liens" shall mean (i) easements, rights of way, restrictions, encumbrances, covenants, conditions, encroachments or any other matters affecting title to any parcel of any real property acquired by Buyer under this Agreement or any of the other Purchased Assets which do not individually or in the aggregate materially detract from the value or interfere materially with the present use of the affected real property or the Purchased Assets and (ii) Liens for Taxes, materialmen's, mechanics', carriers', workmen's, repairmen's and other like Liens arising in the ordinary course of business of the Seller and not yet due and payable and for which reserves have been established in accordance with GAAP.

(t) "Person" means any individual, corporation, partnership, limited liability company, joint venture, association, trust or other entity or organization, including an Authority.

(u) "Product Line" means Seller's dry film product line consisting of dry film photoresist products in which a photosensitive lacquer is applied to a substrate and dried, to which an interleaf film may or may not be subsequently applied.

(v) The term "Seller's Knowledge," and all variations thereof, shall mean the actual knowledge of each of the President and the Senior Vice President of Seller's Printed Wiring Board Division.

(w) "Tax Returns" mean returns, reports or other documents related to Taxes, including all accompanying schedules.

(x) "Taxes" means any Federal, state, local and foreign income, payroll, withholding, excise, sales, use, license, lease, personal and other property, use and occupancy, business and occupation, mercantile, real estate, gross receipts, employment, severance, stamp, premium, windfall profits, social security (or similar unemployment), disability, transfer, registration, value-added, alternative or add-on minimum, estimated, capital stock and franchise, goods and services, all customs, import and export taxes or duties, and all unemployment insurance and health insurance premiums; and other tax of any kind whatsoever, including interest, penalties and fines on any of the foregoing, whether or not disputed.

(y) "WARN Act" means the Worker Adjustment and Retraining Notification Act, as amended.

## ARTICLE II

### PURCHASE AND SALE OF ASSETS

Section 2.1. Purchase and Sale. Upon the terms and subject to the conditions of this Agreement and in reliance upon the representations and warranties contained herein, Seller hereby agrees to sell, transfer, assign, convey and deliver and Buyer hereby agrees to purchase from Seller on the Closing Date, free and clear of all Liens, other than Permitted Liens (as defined above), the assets, properties and rights of Seller exclusively used in or held for use in the conduct of the Business and listed below, except as specifically set forth in Section 2.2 hereof, wherever such assets, properties and rights are located and whether such assets and properties are real, personal or mixed (the "Purchased Assets"):

(a) to the extent legally transferable, all rights under any government licenses, permits and approvals necessary to the conduct of the Business (the "Licenses"), which shall include the licenses described on Schedule 2.1(a);

(b) to the extent such rights are legally transferable, and subject to the terms set forth in the Global Intellectual Property Assignment and License Agreement, the Intellectual Property;

(c) all of the records, lists and information relating to sales and product information listed on Schedule 2.1(c) hereto (the "Transferred Records") which shall comply with all applicable relevant ISO standards; and

(d) all claims, rights or causes of action of Seller or its Affiliates against any third persons to the extent arising out of (i) the Assumed Liabilities or (ii) ownership or operation of the Purchased Assets after the Closing Date.

Section 2.2. Excluded Assets. It is hereby expressly acknowledged and agreed that the Purchased Assets shall not include, and Seller shall not sell, transfer or assign to Buyer, and Buyer shall not purchase or acquire from Seller, any assets of Seller other than the Purchased Assets, including without limitation, the following assets (collectively, the "Excluded Assets"):

(a) all cash and cash equivalents;

(b) other than those listed on Schedule 2.1(c), all books, records, work papers, manuals, documents, books of account, correspondence, invoices, supply lists, mailing lists, literature, brochures, marketing or promotional material and the like, including all discs, tapes and other media storing data and other information and all software and information management systems (the "Business Records");

(c) all of Seller's bank accounts;

(d) all Accounts Receivable only to the extent that Seller, and not Buyer, is responsible for carrying out any duties or incurring any obligation to justify receiving such Accounts Receivable. For the avoidance of doubt, if Buyer is required by Seller to carry out any duty or incur any obligation after the Closing to justify receiving such Accounts Receivable, the Buyer shall be entitled to such Accounts Receivable;

(e) all of Seller's finished goods inventory, work in process, raw materials, components and supplies, wherever located (the "Inventory"); provided however that Seller shall comply with the terms and conditions in the Transition Agreement to be executed by the parties hereto governing the manner in which such Inventory may be disposed of or sold by Seller in the relevant territory during the transition period;

(f) all of the rights under all contracts, contractual rights, agreements, leases, warranty rights, alliance or evergreen agreements, distribution and sales representative agreements and instruments, including those identified on Schedule 2.2(f) hereto;

(g) all of the removable fixtures, furniture and office equipment, communications equipment, computers and office supplies located at the Seller's Warrington, Moss Point and Spartanburg facilities or listed on Schedule 2.2(g), and any rights to the warranties and licenses received from the manufacturers and distributors of such equipment and to any related claims, credits, causes of action, rights of recovery and set-off arising with respect to such items;

(h) any claim, right or interest of Seller in and to any refund for Taxes for any periods prior to, and ending with, the Closing Date;

(i) all of the rights, claims or causes of action of Seller against third Persons to the extent they relate to the Excluded Assets or the Retained Liabilities;

(j) any rights in, to and under all arrangements, permits or licenses of any nature, of which the obligations of Seller thereunder are not expressly assumed by Buyer hereunder;

(k) all rights, title and interests in or to the names "Shipley," "Shipley Company", "Morton", or "Morton International," or any derivation thereof, as well as any related or similar name, and any other related trade names, trademarks, service marks, corporate names and logos or any part, derivation, colorable imitation or combination thereof;

(l) all of Seller's shares of capital stock, rights and obligations in Nichigo-Morton, and any agreements, contracts or other arrangements related thereto, subject to Buyer's obligations under the Assurance Certificate (as defined below);

(m) all Tax Returns of Seller, whether or not related to the Business, including those arising as a result of Seller's operation of the Business or ownership of the Purchased Assets up to and including Closing Date; and

(n) all of Seller's rights under this Agreement and the Transaction Documents.

Section 2.3. Assumed Liabilities. Except for the Retained Liabilities (as defined below), upon the terms and subject to the conditions set forth herein, at the Closing, pursuant to a Bill of Sale, Assignment and Assumption Agreement in the form attached as Exhibit A hereto (the "Bill of Sale, Assignment and Assumption Agreement"), Seller shall assign and Buyer shall assume and agree to pay, perform or otherwise discharge, in accordance with their respective terms and subject to the respective conditions thereof, all of the liabilities, commitments and obligations of Seller, whether such liabilities, commitments or obligations relate to payment, performance or otherwise (whether known or unknown, absolute or contingent, liquidated or unliquidated) (i) arising out of or related to the operation of the Business or the ownership of the Purchased Assets after the Closing, and (ii) without limiting the generality of clause (i), arising under or relating to the Licenses (other than liabilities and obligations attributable to any breach by Seller prior to the Closing Date and any liabilities or obligations described in Section 2.4(b)) arising out of or related to the operation of the Business or the ownership of the Purchased Assets after the Closing (collectively, the "Assumed Liabilities").

Section 2.4. Retained Liabilities. Notwithstanding anything to the contrary herein and except to the extent such liabilities and obligations are Assumed Liabilities, Buyer will not assume and Seller will retain the following liabilities and obligations of Seller, whether such liabilities, commitments or obligations relate to the payment, performance or otherwise (whether known or unknown, absolute or contingent, liquidated or unliquidated) (collectively, the "Retained Liabilities"):

(a) all of the liabilities, commitments and obligations arising from the operation of the Business or the operation of the Purchased Assets prior to the Closing including, without limitation, liabilities, commitments or obligations relating to payment, performance or otherwise (whether known or unknown, absolute or contingent, liquidated or unliquidated), or any liability or obligation arising out of criminal conduct or civil fraud occurring prior to the Closing;

(b) any liability or obligation for trade accounts payable, intercompany payables or for borrowed money as of the Closing Date;

(c) any liabilities or obligations in respect of the Excluded Assets;

(d) liabilities for Taxes arising as a result of Seller's operation of the Business or ownership of the Purchased Assets up to and including the Closing Date;

(e) all liabilities or obligations related to the closing of any business operations related to the Business that are not Purchased Assets; and

(f) other than any obligation expressly assumed by Buyer in relation to any Employee or Former Employee who becomes a Transferred Employee, any liability or obligation



not expressly assumed by Buyer with respect to any employee-related matter including, without any limitation, any liabilities, claims or expenses associated with respect to employment, termination of employment, compensation or employee benefits of any nature owed to any Employee or Former Employee of Seller or its Affiliates, that arises out of or relates to the employment relationship between Seller or any Affiliates and any such Employee or Former Employee or the termination of such relationship, including any severance payment or benefits that become due to any Employee or Former Employee by Seller or its Affiliates as a result of the termination of such Employee or Former Employee by Seller or its Affiliates.

(g) any liability or obligation not expressly assumed by Buyer with respect to any environmental matters arising out of or related to the Business and Purchased Assets prior to the Closing; and

(h) any liability or obligation of Seller in respect of indebtedness for borrowed money.

Section 2.5. Closing Date, Time and Place. Subject to the terms and conditions of this Agreement, the closing of the transactions contemplated by this Agreement (the "Closing") will take place on March 18, 2003 (the "Closing Date") at the offices of Shipley or its legal counsel in Marlborough, Massachusetts, or at such other time or location as Seller and Buyer shall mutually agree in writing.

Section 2.6. Purchase Price. The purchase price payable to Seller in consideration for the purchase and sale of the Purchased Assets shall be the Cash Consideration (as defined below) and the Note Consideration (as defined below), plus the assumption of the Assumed Liabilities of Seller in accordance with Section 2.3 (collectively, the "Purchase Price").

Section 2.7. Payments. Buyer shall pay to Seller, within 5 business days after the signing of this Agreement, by wire transfer to the account designated by Seller in writing, five million dollars (\$5,000,000) (the "Cash Consideration") and shall deliver to Seller a promissory note of Buyer's parent company, Eternal Chemical Co., Ltd., a Taiwan corporation ("Parent"), substantially in the form attached as Exhibit B hereto (the "Promissory Note") dated the Closing Date in the original principal amount of five million nine hundred thousand dollars (\$5,900,000) (the "Note Consideration").

Section 2.8. Allocation of Purchase Price. Seller and Buyer agree that the Purchase Price shall be allocated among the Purchased Assets, tangible and intangible, in the manner set forth on Schedule 2.8 hereto (the "Allocation"), except such changes as are required by changes in the Business and the Purchased Assets occurring between the date hereof and the Closing Date. Seller and Buyer each will report, pursuant to Code section 1060 and the regulations promulgated thereunder or any other similar provision under state or local law, as and when required, the Allocation, with any adjustments as permitted in this Agreement, among the Purchased Assets in a manner-entirely consistent with such Allocation in the preparation and filing of all Tax Returns (including IRS form 8594) and will not take any position inconsistent therewith upon examination of any Tax Return, in any refund claim, in any litigation or otherwise.

Section 2.9. Deliveries.

(a) At the Closing, Seller shall deliver or cause to be delivered to Buyer all instruments, duly executed, which are required by the terms hereof to be delivered at the Closing, including:

- (i) a duly executed Bill of Sale, Assignment and Assumption Agreement in the form attached as Exhibit A;
- (ii) a duly executed Transition Agreement in the form attached as Exhibit C hereto (the "Transition Agreement");
- (iii) a duly executed Distribution Agreement in the form attached as Exhibit D hereto (the "Distribution Agreement");
- (iv) a duly executed Global Intellectual Property and License Agreement in the form attached as Exhibit E hereto Assignment (the "Global Intellectual Property Assignment and License Agreement"); and
- (v) a certificate of an authorized officer of Seller, dated as of the Closing Date, certifying to the satisfaction of the conditions contained in Section 6.1(a).

(vi) all such other bills of sale, special or limited warranty deeds, assignments and other instruments of assignment, transfer or conveyance as Buyer may reasonably request or as may be otherwise necessary to evidence and effect the sale, transfer, assignment, conveyance and delivery of the Purchased Assets to Buyer and to put Buyer in actual possession or control of the Purchased Assets, provided that Buyer will handle the formal patent and trademark assignments at its own expense;

(vii) a duly executed Assurance Certificate in the form attached hereto as Exhibit F (the "Assurance Certificate").

(b) Deliveries by Buyer. At the Closing, Buyer and/or Parent, as the case may be, will deliver to Seller:

- (i) a duly executed Bill of Sale, Assignment and Assumption Agreement;
- (ii) payment of the Cash Consideration, in accordance with the schedule set forth in Section 2.7;
- (iii) the Promissory Note in the form attached as Exhibit B;
- (iv) a duly executed Transition Agreement;
- (v) a duly executed Distribution Agreement;

(vi) a certificate of an authorized officer of Buyer, dated as of the Closing Date, certifying to the satisfaction of the conditions contained in Section 6.2(a); and

(vii) a duly executed Assurance Certificate in the form attached hereto as Exhibit F (the "Assurance Certificate").

Section 2.10. Prorations. All property taxes, rent, utility charges, and other similar administrative obligations and prepaid benefits, (a) under any Permits, or (b) relating to the Real Estate shall be prorated on a daily basis as of 11:59 P.M., local time, on the day immediately preceding the Closing Date (collectively, the "Prorated Charges"). The Prorated Charges relating to the period prior to the Closing Date shall be allocated to and be the obligations (and benefits) of Seller. The Prorated Charges relating to the period including and subsequent to the Closing Date shall be allocated to and be the obligations (and benefits) of Buyer.

### ARTICLE III

#### REPRESENTATIONS AND WARRANTIES OF SELLER

Seller hereby represents and warrants to Buyer as follows:

Section 3.1. Organization and Standing. Seller is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware and has all requisite limited liability company power and authority necessary to own the Purchased Assets it currently owns and to carry on the Business as currently conducted. Each Selling Affiliate (as defined below) is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has all requisite corporate or other power and authority necessary to own the Purchased Assets each currently owns and to carry on the Business as currently conducted.

Section 3.2. Authorization; Binding Agreement. Seller has the requisite limited liability company power and authority to execute, deliver and perform this Agreement and each other document or instrument contemplated hereby (the "Transaction Documents") and to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of this Agreement and the other Transaction Documents executed and delivered by Seller (to the extent so executed and delivered) have been duly authorized by all necessary limited liability company action by Seller. This Agreement and the Transaction Documents executed by Seller (to the extent executed and delivered) in connection herewith have been duly executed and delivered by Seller and constitutes a legal, valid and binding obligation of Seller enforceable in accordance with their terms.

Section 3.3. No Violations and Consents. Except as set forth in Schedule 3.3, the execution, delivery and performance by Seller of this Agreement and the Transaction Documents, do not and will not, except (with respect to clauses (ii) and (iii)) as would not reasonably be expected to have a Material Adverse Effect: (i) violate or conflict with or result in

a breach of any provision of Seller's Certificate of Formation or Operating Agreement, or the organizational documents of each Selling Affiliate, as such instruments are currently in effect; (ii) require the consent, approval or authorization of any Person; or (iii) result in a breach of, or constitute a default (or an event which, with the giving of notice or lapse of time, or both, would become a default) under, any agreement or other document to which Seller is bound.

Section 3.4. Compliance with Laws. Schedule 3.4 describes all material permits, certificates, licenses, order, registrations, franchises, authorizations and other approvals from all Federal, state, local and foreign governmental and regulatory bodies held by Seller required under all laws, rules and regulations primarily relating to the Business (collectively, the "Permits"). To Seller's Knowledge, all Permits are in full force and effect and Seller is in material compliance with the terms and conditions thereof. No notice, citation, summons or order has been issued, no complaint has been filed, no penalty has been assessed and no investigation or review is pending or, to Seller's Knowledge, threatened by any Authority (i) with respect to any alleged violation by Seller of any law, ordinance, rule, regulation or order of any Authority or (ii) with respect to any alleged failure by Seller to have any permit, certificate, license, approval, registration or authorization required in connection with the Business.

Section 3.5. Assets. Except as otherwise provided in the Transaction Documents, Seller has or as of the Closing will have valid ownership, valid leasehold interest or other legal right to use and sell or transfer to Buyer all of the Purchased Assets and has or as of the Closing will have good title to (or in the case of leased Purchased Assets, valid leasehold interest in) all Purchased Assets.

Section 3.6. Intellectual Property Rights. Except as set forth in Schedule 3.6:

(i) Seller owns the Intellectual Property (including exclusive rights to use and license the same) free and clear, to Seller's Knowledge, of any claim, Lien, restriction or other encumbrance;

(ii) Seller has not granted any other Person rights with respect to the Intellectual Property;

(iii) within twelve (12) months prior to and including the date hereof, Seller has not received any notice from any other Person challenging or questioning the right of Seller to use any of the Intellectual Property that is material to the operation of the Business;

(iv) the trademark registrations, service mark registrations and patents included in the Intellectual Property have been duly issued and have not been canceled, abandoned or otherwise terminated; and

(v) to Seller's Knowledge, Seller is not in default under any of the licenses, assignments, grants, agreements and contracts included in the Intellectual Property, and no other party is known by Seller to be in default thereunder.

Section 3.7. No Pending Litigation or Proceedings. Within twelve (12) months prior to and including the date hereof there is no action, suit, proceeding or investigation pending or, to Seller's Knowledge, threatened against Seller with respect to the Business or any of the Purchased Assets, the Assumed Liabilities or Seller's ability or authority to consummate the transactions contemplated by this Agreement and any of the ancillary agreements, at law, in equity or otherwise, in, before, or by, any court or Authority.

Section 3.8. Environmental Representations. To Seller's Knowledge, except as disclosed in Schedule 3.8 or as would not reasonably be expected to have a Material Adverse Effect:

(a) the Business is in compliance with all applicable Environmental Laws and all permits, certifications, licenses, approvals, registrations and authorizations required by the Environmental Laws ("Environmental Permits");

(b) Seller in connection with the Business has received no unresolved written notice of any citation, summons, order, complaint, penalty, investigation or review by any Authority (i) with respect to any alleged violation by the Business of any Environmental Law, (ii) with respect to any alleged failure of the Business to have any Environmental Permit or (iii) with respect to any generation, treatment, storage, recycling, transportation or disposal of any Hazardous Substance;

(c) Seller in connection with the Business has not received any unresolved written request for information, notice of claim, demand or notification that it is or may be potentially responsible with respect to any investigation or clean-up of any threatened or actual Release of any Hazardous Substance; and

(d) the representations and warranties contained in this Section 3.8 shall be the exclusive representations and warranties with respect to environmental matters (including, without limitation, Environmental Liabilities, Environmental Laws and Hazardous Substances) and, notwithstanding any other provision in this Agreement to the contrary, no other representation or warranty is made in this Agreement with respect to environmental matters.

Section 3.9. Brokerage. Neither Seller nor any of its Affiliates has made any agreement or taken any other action that might cause anyone to become entitled to a broker's fee or commission from Buyer as a result of the transactions contemplated hereunder.

Section 3.10. Taxes. With respect to the Business or the Purchased Assets, (i) Seller has filed or will file all federal, state, local and foreign tax returns when and as Seller has been or is required by law to file for periods ending on or before the Closing Date; (ii) Seller has paid, and will pay to the applicable governmental taxing authority for all periods ending on or before the Closing Date, all Taxes (whether or not shown on any such tax return) when and as the same shall be due and payable by Seller and all penalties and interest in respect thereof and all Taxes not yet due and payable are and shall be properly accrued for in the financial records of the Seller; and (iii) Seller has withheld and paid over, in each case to the applicable governmental taxing authority, and will withhold and pay over to the applicable governmental

taxing authority for all periods ending on or before the Closing Date, all federal, state, local and foreign withholdings in respect of Taxes required by law. There are no Liens for Taxes of any kind on any of the Purchased Assets, except for Taxes not yet due and payable.

Section 3.11. Absence of Undisclosed Liabilities. Except for the Retained Liabilities, Seller does not have, with respect to the Business or the Purchased Assets, any debts, liabilities, or obligations of any nature, whether accrued, absolute, contingent or otherwise, other than: (i) liabilities incurred in the ordinary and usual course of business and (ii) liabilities not required by GAAP to be included or disclosed on a balance sheet prepared in accordance with GAAP or any notes thereto.

Section 3.12. Absence of Certain Changes or Events. Since August 6, 2002, the date the original Letter of Intent was signed by the parties:

(a) Seller has conducted the Business in the ordinary and usual course of business, and there has not been any event or series of events that has had or is reasonably expected to have a Material Adverse Effect;

(b) there has been no adverse change in the condition, financial or otherwise of the Business, the Purchased Assets or the Assumed Liabilities, other than any such changes in the ordinary course of business, none of which changes, individually or in the aggregate, are reasonably expected to have a Material Adverse Effect;

(c) Seller has not canceled, compromised, waived or released any right or claim material to the Purchase Assets, the Business or operations of the Business that is reasonably expected to result in a Material Adverse Effect; and

(e) Seller has not committed or agreed to do any of the foregoing.

#### ARTICLE IV

#### REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer hereby represents and warrants to Seller, and Parent hereby represents and warrants to Seller as if Parent were "Buyer" for purposes of this Article IV, as follows:

Section 4.1. Organization. Buyer is a corporation duly incorporated, validly existing, and in good standing under the laws of its jurisdiction of incorporation, and has all requisite corporate power and authority to own or lease its properties and assets as now owned or leased and to carry on its business and, following the Closing, the Business, as and where now being conducted.

Section 4.2. Authorization; Binding Agreement. Buyer has the requisite corporate power and authority to execute, deliver and perform this Agreement and the Transaction Documents, to perform its obligations hereunder and thereunder, and to consummate the transactions contemplated hereby and thereby. The execution, delivery and performance of

this Agreement by Buyer have been duly authorized by all necessary corporate or other action on the part of Buyer. This Agreement, and the Transaction Documents executed by Buyer (to the extent executed and delivered) in connection herewith, have been duly executed and delivered by Buyer and constitute a legal, valid and binding obligation of Buyer, enforceable in accordance with their terms.

Section 4.3. No Violations. Except as set forth in Schedule 4.3, the execution, delivery and performance of this Agreement and the Transaction Documents by Buyer and the consummation of the transactions contemplated hereby do not and will not (i) result in a breach or violation of any provision of the organizational documents of Buyer, as such instruments are currently in effect; (ii) require the consent, approval or authorization of any Person; or (iii) result in a breach of, or constitute a default (or an event which, with the giving of notice or lapse of time, both, would become a default) under, any agreement or other document to which Buyer is bound which would have a material adverse effect on the ability of Buyer to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 4.4. Litigation. There is no material action, suit, proceeding or claim, or investigation pending or, to the knowledge of Buyer, threatened against Buyer at law, in equity or otherwise, in, before or by any court or Authority, and there is no basis for any such action, suit, investigation, proceeding or claim, the adverse outcome of which would have a material adverse effect on the ability of Buyer to perform its obligations hereunder or to consummate the transactions contemplated hereby.

Section 4.5. Regulatory Matters. Buyer is not subject to any enforcement action, citation, consent decree or other similar action by any Authority that would reasonably be expected to materially affect its ability to consummate the transactions contemplated hereby.

Section 4.6. Brokerage. Neither Buyer nor any of its Affiliates has made any agreement or taken any other action that might cause anyone to become entitled to a broker's fee or commission from Seller as a result of the transactions contemplated hereunder.

Section 4.7. Financial Capability. Buyer has sufficient funds available to pay in full the Purchase Price on the terms and conditions contained in this Agreement and will have such funds on the Closing Date.

## ARTICLE V

### COVENANTS

Section 5.1. Pre-Closing Covenants. Seller agrees that, during the period from the execution date of this Purchase Agreement to the Closing Date:

(i) Seller shall (a) cause the business operations related to the Purchased assets to be conducted in the ordinary course, (b) maintain the Purchased Assets in good operating condition and repair, and (c) preserve for the benefit of Buyer the goodwill of

customers, vendors and others having business relations with its related to the Purchased Assets;  
and

(ii) Seller shall: (a) not sell or dispose of any of the Purchased Assets, except in the ordinary course of business consistent with past good practices, (b) prevent the occurrence of any event or condition which may have a Material Adverse Effect or would restrain, prohibit or otherwise interfere with the effective operation or enjoyment by Buyer of all or any material portion of the Purchased Assets, and (c) not enter into any agreement, in writing or otherwise, that would result in a breach either of the foregoing covenants.

Section 5.2. Cooperation Post Closing. Seller and Buyer shall reasonably cooperate with each other after the Closing so that (subject to any limitations that are reasonably required to preserve any applicable attorney-client privilege) each party has access to the Business Records, Transferred Records, Permits and any other information existing at the Closing Date (whether in the possession of Seller or Buyer) (including copies thereof) as is reasonably necessary for the (i) preparation for or the prosecution or defense of any suit, action, litigation or administrative, arbitration or other proceeding or investigation (other than one by or on behalf of a party to this Agreement) by or against Seller or Buyer or any of their respective Affiliates, (ii) preparation and filing of any other documents required by governmental or regulatory bodies, and (iii) transfer of data to Buyer relating to the Business or the Purchased Assets. The party requesting such information and assistance shall reimburse the other party for all out-of-pocket costs and expenses incurred by such party in providing such information and in rendering such assistance.

Section 5.3. Confidentiality.

(a) From and after the Closing and except in connection with their respective obligations under the Distribution Agreement and the Transition Agreement, Seller and Buyer agree that they shall and shall cause their respective Affiliates and representatives to, keep confidential and not disclose to any other person or entity or use for Buyer's or Seller's own benefit or the benefit of any other Person any Confidential Information in its or their possession or control regarding the other party (the "Protected Party") or such party's businesses and operations. The obligations of Seller and Buyer under this Section 5.3(a) shall not apply to information which (i) is in the possession of Buyer or Seller prior to their receipt of such Confidential Information from the Protected Party, (ii) is or becomes generally available to the public as a result of publication, patenting or otherwise without breach of the commitment provided for in this Section 5.3(a); (iii) is independently developed by Buyer or Seller or any of its Affiliates from information not received in connection with the transactions contemplated hereby; (iv) is disclosed to either Buyer or Seller as a result of non-confidential communications with a Person other than the Protected Party who, to Seller's or Buyer's knowledge, is not bound by a confidentiality agreement with the Protected Party or otherwise prohibited from transferring such information to Seller or Buyer or (v) is required to be disclosed by law, order or regulation of a court or tribunal or governmental authority; provided, however, in the case of clause (v), Buyer or Seller shall notify the Protected Party as early as practicable prior to disclosure to allow



the Protected Party to take appropriate measures to preserve the confidentiality of such information.

(b) Upon any termination of this Agreement, each party will promptly either destroy or deliver to the other parties all written Confidential Information held by such party or its representatives.

Section 5.4. Bulk Transfers. Buyer hereby waives compliance by Seller with the requirements of the Bulk Sales law of any jurisdiction in connection with the sale of the Purchased Assets to Buyer.

Section 5.5. Assurance Certificate. Seller shall communicate with Nichigo about the transaction contemplated hereunder, shall use its commercially reasonable best efforts to address any questions Nichigo may have, and shall communicate with Buyer about its meeting with Nichigo.

Section 5.6. Further Assurances. At any time after the date hereof, Seller and Buyer shall promptly execute, acknowledge and deliver any other assurances or documents reasonably requested by Buyer or Seller, as the case may be, and necessary for Buyer or Seller, as the case may be, to satisfy its obligations hereunder, including the execution and delivery of the documents referred to in Section 2.9.

Section 5.7. Disclosure; Investigation.

(a) Buyer and Parent acknowledge and agree that Seller makes no representations or warranties regarding the future performance of the Business, or any estimates, projections, plans or budgets or similar information furnished to Buyer or Parent by or on behalf of Seller. SELLER HEREBY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER REGARDING THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, OR PROFITABILITY, OF THE PURCHASED ASSETS OR THE REAL ESTATE.

(b) Buyer and Parent acknowledge and agree that they (i) have made their own inquiry and investigation into, and, based thereon, have formed an independent judgment concerning, the Business, the Purchased Assets and the Assumed Liabilities, (ii) have been furnished with or given adequate access to such information about the Business, the Purchased Assets and the Assumed Liabilities as they have requested. The foregoing, however, does not in any way limit, modify or militate against the representations and warranties of the Seller in this Agreement.

Section 5.8. Termination of Tolling Agreement. Parent and Seller hereby agree to take all actions necessary to terminate as of the Closing Date the Toll Manufacturing Agreement, dated August 6, 2002, between Parent and Seller.

ARTICLE VI

CONDITIONS TO CLOSING; TERMINATION

Section 6.1. Conditions to Closing Relating to Buyer. The obligation of Buyer at the Closing to consummate the transactions contemplated hereby shall be subject to the satisfaction or waiver by Buyer on or prior to the Closing Date of each of the following conditions:

(a) Seller shall have performed or complied in all material respects with all agreements and covenants required by this Agreement required to be performed or complied with by it at or prior to the Closing, and the representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects when made and as of the Closing Date, with the same effect as though such representations and warranties had been made on and as of the Closing Date (except (i) that representations and warranties that are made as of a specific date need be true and correct only as of such date and (ii) as contemplated or permitted by this Agreement to change between the date of this Agreement and the Closing Date). Buyer shall have been furnished a certificate of a duly authorized officer, dated as of the Closing Date, certifying the foregoing.

(b) The documents referred to in Section 2.9 shall have been delivered to Buyer.

(c) There shall not be in effect any injunction or restraining order issued by a court of competent jurisdiction in any action or proceeding against Buyer or Seller making the consummation of the sale and purchase of the Business pursuant to this Agreement illegal; provided, that this condition shall be deemed satisfied if the failure of this condition to be satisfied is primarily due to the failure of Buyer to perform its obligations under this Agreement or a breach by Buyer of its representations or warranties hereunder.

(d) No Material Adverse Effect. Since August 6, 2002, there shall have been no change or event that has resulted in, or would be reasonably expected to result in, a Material Adverse Effect.

Section 6.2. Conditions to Closing Relating to Seller. The obligation of Seller at the Closing to consummate the transactions contemplated hereby shall be subject to the satisfaction or waiver by Seller on or prior to the Closing Date of each of the following conditions:

(a) Buyer shall have performed or complied in all material respects with all agreements and covenants required by this Agreement required to be performed or complied with by it at or prior to the Closing, and the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects when made and as of the Closing Date, with the same effect as though such representations and warranties had been made on and as of the Closing Date (except (i) that representations and warranties that are made as of a specific date need be true and correct only as of such date and (ii) as contemplated or permitted

by this Agreement to change between the date of this Agreement and the Closing Date). Seller shall have been furnished a certificate of a duly authorized officer, dated as of the Closing Date, certifying the foregoing.

(b) The documents referred to in Section 2.9 shall have been delivered to Seller.

(c) There shall not be in effect any injunction or restraining order issued by a court of competent jurisdiction in any action or proceeding against Buyer or Seller making the consummation of the sale and purchase of the Business pursuant to this Agreement illegal; provided, that this condition shall be deemed satisfied if the failure of this condition to be satisfied is primarily due to the failure of Seller to perform its obligations under this Agreement or a breach by Seller of its representations or warranties hereunder.

Section 6.3. Termination. This Agreement may be terminated at any time prior to the Closing:

(a) by written agreement of Buyer and Seller;

(b) by either Seller or Buyer if any court of competent jurisdiction or other competent Authority shall have issued a statute, rule, regulation, order, decree or injunction or taken any other action permanently restraining, enjoining or otherwise prohibiting the transactions contemplated by this Agreement and such statute, rule, regulation, order, decree or injunction or other action shall have become final and nonappealable; or

(c) by the nonbreaching party, by giving irrevocable written notice of such termination to the other party, if, there has been a material breach by such other party of any representation, warranty or covenant in this Agreement, and such breach is not cured within thirty days after the breaching party's receipt of written notice of such breach.

Section 6.4. Effect of Termination. In the event of the termination of this Agreement in accordance with Section 6.3, this Agreement shall thereafter become void and have no effect, and no party hereto shall have any liability to the other party hereto or their respective Affiliates, directors, officers or employees; provided that this Section 6.4 and Sections 8.5, 8.6, 8.7, 8.9, 8.10, 8.11 and 8.12 shall survive such termination and except that nothing herein will relieve any party from liability for any willful breach of any covenant set forth in this Agreement prior to such termination.

## ARTICLE VII

### SURVIVAL AND INDEMNIFICATION

Section 7.1. Survival. The representations and warranties of Seller shall survive until the date twelve (12) months after the Closing Date. The representations and warranties of Buyer shall survive until the date twelve (12) months following the payment in full of the Promissory Note. The covenants contained in this Agreement that relate to the

performance of obligations after the Closing shall survive the Closing for the periods contemplated by their terms.

Section 7.2. Indemnification.

(a) Seller hereby agrees to indemnify, defend and hold harmless Buyer, its directors, officers, employees, agents, stockholders, affiliates, consultant or representatives, their respective heirs, successors and assigns from and against and to reimburse Buyer with respect to any one or more of the following:

(i) any and all Damages arising out of or resulting from any breach of any representation or warranty made by Seller;

(ii) any and all Damages arising out of or resulting from any breach of any covenant of Seller contained in this Agreement, or any Transaction Document, whether requiring performance before or after the Closing Date; and

(iii) any and all Damages arising out of or resulting from the Retained Liabilities, whether arising prior to or after the Closing Date.

(b) Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against and to reimburse Seller with respect to any one or more of the following:

(i) any and all Damages arising out of or resulting from any breach of any representation or warranty made by Buyer;

(ii) any and all Damages arising out of or resulting from any breach of any covenant of Buyer contained in this Agreement or any Transaction Document, whether requiring performance before or after the Closing Date;

(iii) any and all Damages arising from Buyer's operation of the Business or the Purchased Assets after the Closing Date; and

(iv) any and all Damages arising out of or resulting from obligations and liabilities relating to the Assumed Liabilities.

Section 7.3. General Indemnification Procedures.

(a) In the event that any party incurs or suffers any Damages with respect to which indemnification may be sought by such party pursuant to this Article VII, the party seeking indemnification (the "Indemnified Party") must assert the claim by giving written notice (a "Claim Notice") to the party from whom indemnification is sought (the "Indemnifying Party"). The Claim Notice must state the nature and basis of the claim in reasonable detail based on the information available to the Indemnified Party and, if the Claim Notice is being given with respect to a third Person claim, must be accompanied by a copy of any written notice of the third Person claimant. If the Claim Notice is being given by reason of any third Person claim, it shall be given within 15 days after the filing or other written assertion of any such claim against

the Indemnified Party; provided, however, that the failure of the Indemnified Party to provide the Claim Notice within such time period shall not relieve the Indemnifying Party of any liability for indemnification under this Article VII, except to the extent that the Indemnifying Party is actually prejudiced thereby.

(b) Except as hereinafter provided, in the case of third Person claims for which indemnification is sought, the Indemnifying Party shall have the option: (x) to conduct any proceedings or negotiations in connection therewith, (y) to take all other steps to settle or defend any such claim; provided, that the Indemnifying Party shall not settle, compromise, or offer to settle or compromise any such claim without the consent of the Indemnified Party which consent shall not be unreasonably withheld or delayed (it being understood that it shall not be unreasonable for the Indemnified Party to withhold its consent from any settlement or compromise which (1) commits the Indemnified Party to take, or to forbear to take, any action, or (2) does not provide for a complete release of the Indemnified Party by such third Person), and (z) to employ counsel to contest any such claim or liability in the name of the Indemnified Party or otherwise. In any event, the Indemnified Party shall be entitled to participate in, but not control, at its own expense and by its own counsel (a "Voluntary Participation") any proceedings relating to any third Person claim. The Indemnifying Party shall, within 45 days of receipt of the Claim Notice, notify the Indemnified Party of its intention to assume the defense of the claim (a "Defense Notice"). An election to assume the defense of such claim or demand shall not be deemed to be an admission that the Indemnifying Party is liable to the Indemnified Party in respect of such claim or demand. Until the Indemnified Party has received the Defense Notice, the Indemnified Party shall take reasonable steps to defend (but may not settle, compromise, or offer to settle or compromise ) the claim. If the Indemnifying Party declines to assume the defense of any such claim or fails to give a Defense Notice within 45 days after receipt of the Claim Notice, the Indemnified Party shall defend against the claim but shall not settle, compromise, or offer to settle or compromise such claim without the consent of the Indemnifying Party, which consent shall not be unreasonably withheld or delayed. In the event that it is ultimately determined that the Indemnifying Party is not obligated to indemnify, defend or hold harmless the Indemnified Party from and against the third Person claim, the Indemnified Party shall reimburse the Indemnifying Party for any and all costs and expenses (including attorneys' fees and court costs) incurred by the Indemnifying Party in the defense of the third Person claim.

(c) To the extent the Indemnifying Party shall control or participate in the defense or settlement of any third Person claim or demand, the Indemnified Party will give the Indemnifying Party and its counsel access to, during normal business hours, the relevant business records and other documents, and shall permit them to consult with the employees and counsel of the Indemnified Party. The Indemnified Party shall use its best efforts in the defense of all such claims.

(d) Whether or not the Indemnifying Party chooses to defend or prosecute any third Person claim, all the parties hereto shall cooperate in the defense or prosecution thereof and shall furnish such records, information and testimony, and attend such conferences, discovery proceedings, hearings, trials and appeals, as may be reasonably requested in connection therewith.

Section 7.4. Losses Net of Insurance, Etc. The amount of any Damages for which indemnification is provided under Section 7.1 shall be net of (i) any amounts recovered by the Indemnified Party pursuant to any indemnification by or indemnification agreement with any third Person, (ii) any insurance proceeds or other cash receipts or sources of reimbursement received as an offset against such Damages (each source named in clauses (i) and (ii), a "Collateral Source"), and (iii) any Tax benefit available to or taken by the Indemnified Party attributable to such Damages. The parties shall take, and shall cause their Affiliates to take, all reasonable steps to mitigate any Damages upon becoming aware of any event that would reasonably be expected to, or does, give rise thereto, including incurring costs only to the minimum extent necessary to remedy a breach that gives rise to the Damages. Indemnification under this Article VII shall not be available to Buyer or Seller, as the case may be, unless the party seeking indemnification under this Article VII first uses all reasonable efforts to seek recovery from all Collateral Sources. The parties acknowledge and agree that no right of subrogation shall accrue or inure to the benefit of any Collateral Source hereunder. The Indemnifying Party may require an Indemnified Party to assign the rights to seek recovery pursuant to the preceding sentence; provided, that the Indemnifying Party will then be responsible for pursuing such recovery at its own expense. If the amount to be netted hereunder from any payment required under Section 7.1 is determined after payment by the Indemnifying Party of any amount otherwise required to be paid to an Indemnified Party to this Article VII, the Indemnified Party shall repay to the Indemnifying Party, promptly after such determination, any amount that the Indemnifying Party would not have had to pay pursuant to this Article VII had such determination been made at the time of such payment.

Section 7.5. Limitations on Indemnification Claims.

(a) No action or claim for Damages arising under Section 7.2(a)(i) or Section 7.2(b)(i) shall be brought or made after the expiration of the period set forth in Section 7.1.

(b) An Indemnifying Party shall have no obligation to indemnify an Indemnified Party pursuant to Section 7.2 for Damages arising pursuant to Section 7.2(a)(i) or Section 7.2(b)(i), as the case may be, until the aggregate amount of such Damages exceeds \$75,000 (the "Threshold Amount"), in which event an Indemnifying Party shall be liable to an Indemnified Party only for those Damages in excess of the Threshold Amount; provided, however, that where Buyer is an Indemnifying Party it shall not be liable under Section 7.2 for Damages arising pursuant to Section 7.2(b)(i); in an aggregate amount in excess of \$1,000,000, and where Seller is an Indemnifying Party, it shall not be liable under Section 7.2 for Damages arising pursuant to Section 7.2(a)(i) in an aggregate amount in excess of \$2,000,000. For the avoidance of doubt, the indemnity limitations set forth in this Section 7.5(b) shall not apply to the separate indemnity obligations set forth in the Distribution Agreement.

Section 7.6. Sole Remedy. The parties hereto acknowledge and agree that the remedies provided for in this Agreement or the Transaction Documents shall be the parties' sole and exclusive remedy with respect to the subject matter of this Agreement and the Transaction Documents.

Section 7.7. No Consequential Damages. Notwithstanding anything to the contrary contained herein, no Indemnifying Party shall be liable to or otherwise responsible to any Indemnified Party for consequential, incidental, unforeseen or punitive damages that arise out of or relate to this Agreement or the Transaction Documents or the performance or breach thereof or any liability retained or assumed hereunder.

Section 7.8. Effect of Payments. Buyer and Seller agree that any indemnification payments made pursuant to this Article VII shall be treated for Tax purposes as an adjustment to the Purchase Price unless otherwise required by applicable law.

Section 7.9. No Set-Off. Neither Seller or Buyer shall have any right to set-off any Damages (including indemnification obligations under this Article VII) against any payments to be made by either of them pursuant to this Agreement or any other agreement or otherwise.

## ARTICLE VIII

### MISCELLANEOUS

Section 8.1. Amendment and Modification. This Agreement may be amended, modified, supplemented or altered only by a written agreement signed by Buyer and Seller.

Section 8.2. Waiver of Compliance; Consents. Any failure of a party to comply with any obligation, covenant, agreement or condition herein may be waived, but only if such waiver is in writing and is signed by the party against whom the waiver is to be effective. Such waiver or failure to insist upon strict compliance with such obligation, covenant, agreement or condition shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. Whenever this Agreement requires or permits consent by or on behalf of any party hereto, such consent shall be given in writing in a manner consistent with the requirements for a waiver of compliance as set forth in this Section 8.2.

Section 8.3. Notices. All notices and other communications hereunder shall be in writing (including by facsimile during business hours) and shall be deemed to have been duly given when delivered in Person (including by overnight courier), when faxed (with confirmation of transmission having been received), in each case to the respective parties at the following addresses (or at such other address for a party as shall be specified by like notice).

(a) If to Buyer, to:

Eternal Chemical Co., Ltd.  
578 Chien-Kung Road  
Kaohsiung 807, Taiwan  
R.O.C.  
TAIWAN 831  
Attention: Mr. Allen K.L. Kao  
Facsimile No.: 886-7-3859473

with a copy to:

Eternal Chemical Co., Ltd.  
30, Yu-Ming St., Ta-Fa Industrial Park  
Ta-Liao Hsiang, Kaohsiung County  
TAIWAN 831  
Attention: Mr. Larry C.K. Hsieh  
Facsimile No.: 886-7-7871767

If to Seller, to:

Shiple Company, L.L.C.  
455 Forest Street  
Marlborough, MA 01752  
Attention: Mr. Pierre Brondeau  
Facsimile No.: (508) 229-7651

with a copy to:

W. Bruce MacCrellish, Esq.  
Shiple Company, L.L.C.  
455 Forest Street  
Marlborough, MA 01752 U.S.A.  
Facsimile No.: (508) 229-0553

Section 8.4. Assignment; No Third Party Beneficiaries. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned by any of the parties hereto without the prior written consent of the other parties hereto. Nothing contained in this Agreement is intended to confer upon any Person (including any Employees, Transferred Employees or Former Employees) or legal representative thereof, other than the parties hereto and their respective successors and permitted assigns, any rights or remedies of any nature or kind whatsoever under or by reason of this Agreement.

Section 8.5. Public Announcement. Buyer and Seller agree not to make any public announcements, statements or similar disclosure to the media, financial community, customers or suppliers of the Business with respect to (i) the Business, (ii) the existence of this Agreement, (iii) the terms of this Agreement, (iv) the Confidential Information or (v) the transactions contemplated under this Agreement, without the prior written consent of the other party; provided, however, that the parties may make any such announcements or statements required by applicable law in the opinion of counsel.



Section 8.6. Expenses. Except as otherwise expressly provided herein, each of the parties hereto will bear its own expenses in connection with the negotiation, preparation, execution and delivery of this Agreement and the documents and instruments contemplated hereby and in connection with and the transactions contemplated hereby and thereby, including all fees and disbursements of counsel, accountants, appraisers and other advisors retained by such party, whether or not the transactions contemplated by this Agreement are consummated. Notwithstanding the foregoing, Buyer shall be responsible for the payment of all sales, value-added, transfer or similar Taxes imposed with respect to the purchase and sale of the Purchased Assets thereunder.

Section 8.7. Governing Law. This Agreement, and all agreements, documents and instruments delivered pursuant to hereto or incorporated herein, unless otherwise expressly provided therein, shall be governed by, and construed in accordance with, the internal laws of the State of Delaware without giving effect to principles of conflicts of law. Seller and Buyer hereby agree and consent to be subject to the exclusive jurisdiction of the courts of Delaware in the United States located in Delaware and hereby waive the right to assert the lack of personal or subject matter jurisdiction or improper venue in connection with any such suit, action or other proceeding.

Section 8.8. Counterparts. This Agreement may be executed by the parties hereto individually or in any combination, in one or more counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument.

Section 8.9. Entire Agreement. This Agreement, including the Transaction Documents and the other documents and instruments referred to herein or contemplated hereby, embodies the entire agreement and understanding of the parties hereto in respect of the subject matter hereof (other than the Confidentiality Agreement between Buyer and Seller, dated as of June 12, 2002, as amended). There are no restrictions, promises, representations, warranties, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to the subject matter hereof, in connection with the transactions contemplated hereby.

Section 8.10. Severability. If any provision or provisions of this Agreement or of any of the documents or instruments delivered pursuant hereto, or any portion of any provision hereof or thereof, shall be deemed invalid or unenforceable pursuant to a final determination of any court of competent jurisdiction or as a result of future legislative action, such determination or action shall be construed so as not to affect the validity or enforceability hereof or thereof and shall not affect the validity or effect of any other portion hereof or thereof.

Section 8.11. Headings; Interpretation.

(a) The headings of the various Articles and Sections of this Agreement have been inserted for convenience only, and shall not be deemed in any manner to modify, explain, enlarge or restrict any of the provisions of this Agreement.

(b) Buyer acknowledges that certain of the Purchased Assets described in this Agreement are not owned directly by Seller but are owned by Affiliates of Seller ("Selling Affiliates") that are not parties to this Agreement. Seller agrees and covenants to Buyer that, to the extent Purchased Assets are owned by a Selling Affiliate, Seller shall cause such Selling Affiliate to fulfill Seller's obligations under this Agreement, including executing and delivering Transaction Documents to the extent necessary. References in this Agreement to "Seller," when referring to the ownership or operation of the Business or the Purchased Assets prior to the Closing shall be deemed to refer to Selling Affiliates to the extent such Selling Affiliates own or operate the Business or the Purchased Assets.

(c) When reference is made in this Agreement to an Article or Section or Schedule, such reference shall be to an Article, Section or Schedule of this Agreement unless otherwise indicated. Whenever the words "included," "includes" or "including" (or any other tense or variation of the word "include") are used in this Agreement, they shall be deemed to be followed by the words "without limitation." References to "\$" or "dollars" in this Agreement mean United States dollars. The definitions contained in this Agreement are applicable to the singular as well as to the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such term. Any agreement, instrument or statute defined or referred to herein or in any document or instrument that is referred to herein means such agreement, instrument or statute as from time to time amended, modified or supplemented, including (in the case of agreements or instruments) by waiver or consent and (in the case of statutes) by succession of comparable successor statutes.

(d) The parties have participated jointly in the negotiation and drafting of this Agreement. In the event of an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

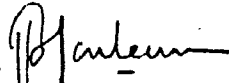
(e) The inclusion of any matter in any schedule to this Agreement shall be deemed to be an inclusion for all purposes of this Agreement, including each representation and warranty to which it may relate, but inclusion therein shall expressly not be deemed to constitute an admission by Seller or Buyer or otherwise imply that any such matter is material, has a Material Adverse Effect or creates a measure for, or further defines the meaning of, materiality or Material Adverse Effect and their correlative terms for the purposes of this Agreement.

Section 8.12. Exhibits and Schedules. All exhibits and schedules attached hereto and referred to herein are hereby incorporated in and made a part of this Agreement as set forth in full herein.


Section 8.13. Further Assurances. Seller shall execute and deliver such other documents and instruments, and take such other actions, as Buyer may reasonably request in order to vest in Buyer all right, title, and interest in and to the Purchased Assets and otherwise to effectuate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed on its behalf as of the date first above written.

SHIPLEY COMPANY, L.L.C.


By   
Name: BRONDEAU  
Title: President and CEO

ETERNAL TECHNOLOGY CORPORATION

By   
Name: Henry S. Kao  
Title: President

By signing below, the undersigned shall also be deemed to be a party to this Agreement and shall be responsible for carrying out the obligations of Parent and Eternal Technology Corporation under this Agreement.

ETERNAL CHEMICAL CO., LTD.

By:   
Name: Allen Koo  
Title: President

**GLOBAL INTELLECTUAL PROPERTY ASSIGNMENT  
and LICENSE AGREEMENT**

THIS GLOBAL INTELLECTUAL PROPERTY ASSIGNMENT and LICENSE AGREEMENT (this "Assignment") is effective as of March 18, 2003 (the "Effective Date") by and among Shipley Company, L.L.C., a Delaware limited liability company ("Seller"), Morton International, Inc., an Indiana corporation ("Morton"), and Eternal Technology Corporation, a Virginia corporation located at 1800 Touchstone Road, Colonial Heights, Virginia 23834 USA ("Buyer").

Background

Seller and Buyer entered into a Purchase Agreement, dated as of the date hereof (the "Purchase Agreement"), pursuant to which Seller or its Selling Affiliate, Morton, is (i) selling, assigning, transferring and conveying certain assets to Buyer (including, without limitation, all of Seller's or Morton's right, title and interest in certain of the Intellectual Property (as defined therein) and Buyer is purchasing such assets and (ii) licensing certain assets to Buyer (including certain of the Intellectual Property (as defined therein) and Buyer is licensing such assets.

Terms

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and with the intent to be legally bound, the parties hereto hereby agree as follows:

1. Capitalized terms used herein without definition shall have the respective meanings ascribed such terms in the Purchase Agreement except for the term "Territory" which shall have the meaning ascribed in the Joint Venture Agreement between Morton and Nippon-Gohsei.

2. Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, Seller or Morton hereby sells, assigns, transfers and conveys exclusively throughout the world (except as otherwise stated herein) the following assets (but excluding any such assets that constitute Excluded Assets) to Buyer to be held and enjoyed by Buyer for its own use and benefit and for its successors and assigns as the same would have been held by Seller or Morton had this Assignment not been made:

A. subject to an exclusive license to Nichigo-Morton in the Territory to know-how relating to the products listed in Schedule 3.6.III of the Purchase Agreement attached hereto and any enhanced or refined versions thereof, all right, title and interest in and to all trade secrets, formulae, know-how or technology owned, controlled or held by Seller or Morton that are exclusively or required to be used in the production, manufacture and marketing of the Product Line and any and all improvements thereto and all claims, demands and rights to reconvey that Seller or Morton has or may have for past and future misappropriation or other misuse, if any, and all rights to compromise, sue for, and collect on such claims, demands and right to recovery related to such use in the production, manufacture and marketing of the Product Line;

B. all right, title and interest in and to all patents, patent applications, inventions, and invention disclosures, owned, controlled or held by Seller or Morton that are shown in Table 1 of Schedule 1.1(p)(i) of the Purchase Agreement attached hereto and any and all improvements thereto, and

all reissues, divisions, continuations, continuations-in-part, extensions thereof, and supplementary protection certificates related thereto, all claims, demands and rights to recovery that Seller or Morton has or may have for past and future infringements, misappropriation or other violations of such patents, patent applications, inventions and invention disclosures, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery;

C. all right, title and interest, but subject to an exclusive license to Nichigo-Morton in the Territory, in and to all patents, patent applications, inventions, and invention disclosures, owned, controlled or held by Seller or Morton that are shown in Table 2 of Schedule 1.1(p)(i) of the Purchase Agreement also attached hereto and any and all improvements thereto, and all reissues, divisions, continuations, continuations-in-part, extensions thereof, and supplementary protection certificates related thereto, all claims, demands and rights to recovery that Seller or Morton has or may have for past and future infringements, misappropriation or other violations of such patents, patent applications, inventions and invention disclosures, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery, subject to the license to Nichigo-Morton.

D. subject to an exclusive license to Nichigo-Morton in the Territory, all right, title and interest in and to all registered and unregistered trademarks, trademark rights, service marks, service names, service mark rights, trade names, trade name rights, trade dress, slogans, logotypes and designs, and other indicia of origin, and any licenses relating to the foregoing, owned, controlled or held by Seller or Morton that are shown in Schedule 1.1(p)(ii) of the Purchase Agreement, which is attached hereto, all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all claims, demands and rights to recovery that Seller or Morton has or may have for past and future infringements, dilution or other violations relating thereto, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery, and the goodwill of the business relating thereto; and

E. except as otherwise provided in Section 2.D above, all right, title and interest in and to all registered and unregistered trademarks, trademark rights, service marks, service names, service mark rights, trade names, trade name rights, trade dress, slogans, logotypes and designs, and other indicia of origin, and any licenses relating to the foregoing, owned, controlled or held by Seller or Morton that are exclusively used or held for use in the Business (the "Trademarks"), together with all registrations and applications for registration of the Trademarks, including, without limitation, the trademarks shown in Schedule 1.1(p)(iii) of the Purchase Agreement, which is attached hereto, all income, royalties, damages and payments now or hereafter due or payable with respect thereto, all claims, demands and rights to recovery that Seller or Morton has or may have for past and future infringements, dilution or other violations of such Trademarks, if any, and all rights to compromise, sue for, and collect on such claims, demands and rights to recovery, and the goodwill of the business symbolized by the Trademarks;

3. Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, Seller or Morton hereby grants to Buyer:

A. an irrevocable, exclusive, worldwide, fully paid-up license under the patents listed in Table 3 of Schedule 1.1(p)(i) of the Purchase Agreement and attached hereto and any and all improvements thereto, to make, have made, use, offer for sale, sell and import products, services and uses for applications only within the Business, including the right to sublicense purchasers of Buyer to use the products, services and uses only within the Business; and

B. an irrevocable, exclusive, worldwide, fully paid-up license subject to an exclusive license to Nichigo-Morton in the Territory under the patents listed in Table 4 of Schedule 1.1(p)(i) of the Purchase Agreement and attached hereto and any and all improvements thereto, to make, have made, use,

offer for sale, sell and import products, services and uses for applications only within the Business, including the right to sublicense purchases of Buyer to use the products, services and uses only within the Business, subject to the license to Nichigo-Morton.

4. Effective as of the Effective Date, and subject to the terms and conditions of the Purchase Agreement, Buyer hereby grants to Seller an irrevocable, non-exclusive, worldwide, fully paid-up license under the patents, patent applications, inventions and invention disclosures in Tables 1 and 2 of Schedule 1.1(p)(i) of the Purchase Agreement attached hereto, and any and all improvements thereto made by Buyer, to make, have made, use, offer for sale, sell and import products, services and uses for applications only outside the Business, including the right to sublicense purchasers of Seller to use the products, services and uses only outside the Business. In the event the parties disagree as to whether any of the patents, patent applications, inventions and invention disclosures licensed to Seller under this Section 4 are being used outside the Business, the Representatives of the parties (as defined in Section 3.(iv) of the Transition Agreement) will meet to resolve the issue.

5. Seller and Buyer shall each take, and shall cause their respective Affiliates to take, any and all additional actions as may be necessary or appropriate to effect the transactions contemplated by this Assignment. Such actions may include, without limitation, the execution of additional documents to record the assignments and transfers made in this Assignment and the filing of such documents with the appropriate domestic and foreign governmental authorities. At Buyer's sole expense, after the Closing Date, Seller shall take, and shall cause its Affiliates to take, any and all actions that are necessary or appropriate to maintain any and all assets assigned under this assignment in force until such time that the Buyer can reasonably be expected to assume such obligations.

6. The terms and conditions of the Purchase Agreement shall govern, supersede and prevail.

7. Neither party hereto may assign, delegate or transfer its rights under this Assignment without the prior written consent of the other party hereto, except that Buyer may assign, delegate or transfer any such right without such consent. This Assignment is binding upon and shall inure to the benefit of the parties hereto and their respective successors and permitted assigns.

8. Subject to applicable law, this Assignment and License may be amended, modified and supplemented by written instrument authorized and executed by Buyer and Seller at any time with respect to any of the terms contained herein. No waiver by any party hereto of any provisions hereof shall be effective unless explicitly set forth in writing and executed by the party so waiving. The waiver by either party hereto of a breach of any provisions of this Assignment shall not operate or be construed as a waiver of any other or subsequent breach.

9. This Assignment and License may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

10. This Assignment and License shall be governed by and construed and enforced in accordance with the laws of the State of Delaware, excluding conflicts of law principles that would cause the application of laws of any other jurisdiction.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed as of this 18<sup>th</sup> day of March, 2003 to be effective as of the Effective Date.

SHIPLEY COMPANY, L.L.C.

案號：2157 日期：DEC 10 2004  
Case No.: 2157 Date: DEC 10 2004  
本影本或繕本與原本或正本相符，在臺灣臺北地方法院所屬民間公證人陳建源事務所認證。公證人陳建源  
Attested at the Cheng, Chien-Yuan Notary Public Office, Taiwan Taipei District Court, R.O.C., that this document is a true & complete copy of its original.

*[Signature]*  
Name: BRONDEAU  
Title: President and CEO

MORTON INTERNATIONAL, INC.

By: *[Signature]*  
Name: BRONDEAU  
Title: Attorney in fact for the president of Morton.

Notary Public

Cheng, Chien-Yuan  
2F, No. 62, Sec. 2,  
Chang An E. Rd,  
Taipei, Taiwan  
Tel:(02)25074587

ETERNAL TECHNOLOGY CORPORATION

By: *[Signature]*  
Name: Yiny S. Kao  
Title: president

Agreed and Accepted:  
ETERNAL CHEMICAL CO., LTD.

By: *[Signature]*  
Name: Allen Kao  
Title: president

案號：2151 日期：DEC 10 2004  
Case No.: 2151 Date: DEC 10 2004  
本文件\_\_\_\_\_之簽名或蓋章，在臺灣臺北地方法院所屬民間公證人陳建源事務所認證。公證人陳建源  
Attested at the Cheng, Chien-Yuan Notary Public Office, Taiwan Taipei District Court, R.O.C., that the signature(s)/seal(s) of ETERNAL TECHNOLOGY CORPORATION in this document is/are authentic.

Notary Public  
Cheng, Chien-Yuan  
2F, No. 62, Sec. 2,  
Chang An E. Rd,  
Taipei, Taiwan  
Tel:(02)25074587

This Assignment was signed in my presence this 18<sup>th</sup> day of March, 2003. Cheng, Chien-Yuan

*[Signature]*  
Notary Public  
My commission expires: Aug. 9. 2007

本認證僅證明簽名或蓋章屬實，至文件內容之真偽則不在證明之列。如有附件，亦不在認證範圍內。

Schedule 3.6III

Dryfilm Products

AX1.0	AX1.5	AX2.0	UF0.5	UF1.5	LC300
HG1.0	HG1.5(TK1.5)		GH2.0	GA1.0	GA1.3
GA2.0	GA3.0	GA4.0	LP2.0	LP3.0	VG0.5
AP2.0	AT1.2	TE1.0	TE1.3	TE1.5	TE2.0
5020	5038	5050			

Soldermask Products

Conformask2015	Conformask2023	Conformask2515	Conformask2523
DM3.0	DM4.0	Dynamask 5010	Dynamask 5030
Dynamask 5040	KM3.0	KM4.0	



### Schedule 1.1(p)(i)

In each of Tables 1-4 of this Schedule 1.1(p)(i), Assignee M refers to Morton International, Inc. and Assignee S refers to Seller.

The patents and patent applications listed in Tables 1 and 2 of this Schedule 1.1(p)(i) are transferred to Buyer subject to a non-exclusive license from Buyer to Seller for use outside the Business. Accordingly, Buyer hereby grants the Seller, and Seller hereby accepts, an irrevocable, non-exclusive, worldwide, fully paid-up license under the patents and patent applications in Tables 1 and 2 of this Schedule, and any and all improvements thereto made by Buyer, to make, have made, use, offer for sale, sell and import products, services and uses for applications only outside the Business, including the right to sublicense purchasers of Seller to use the products, services and uses only outside the Business.

The patents and patent applications in Table 1 are to be transferred to Buyer.

**Table 1**

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
M	1096-35-00	Flexible Fast Processing of Photopolymerizable Compositions	Canada	Pat. No. 1216219	1/16/1984
M	1114-35-00 (51418)	Flexible Fast Processing of Photopolymerizable compositions	Canada Spain Israel U.S.A.	Pat. No. 1213092 Pat. No. 533132 Pat. No. 72040 Pat. No. 4539286	5/23/1984 6/5/1984 6/5/1984 6/6/1983
M	1114-35-02 (51418)	Process of Using a Flexible, Fast Processing Photopolymerizable Compositions	U.S.A.	Pat. No. 4610951	7/25/1985
M	1763-35-00 (51421)	Dry Film For Forming a Conformable Mask and Method of Application to a Printed Circuit Board or the Like	U.S.A.	Pat. No. 4889790	2/26/1988
M	1763-35-03 (51421)	Dry Film for Forming a Conformable Mass and Method of Application to a Printed Wiring Board	U.S.A.	Pat. No. 5213945	7/25/1991
M	1763-35-34 (51421)	Method of Application of a Conforming Mask to a Printed Circuit Board	U.S.A.	Pat. No. 5164284	11/19/1991
M	1961-35-17	Photoimageable Compositions having Improved Adhesion Promoter	U.S.A.	Pat. No. 5320933	11/20/1992
M	2284-35-00	Photoresist processing for improved resolution having a bake step to remove the tackiness of the laminated photosensitive layer prior to contact imagewise exposure	EPC: Austria, Belgium, France, Germany, Italy, Netherlands, Spain, Sweden, Switzerland, U.K. U.S.A.	Pat. No. 0713146  Pat. No. 5391458	11/16/1994  12/18/1992
M	2446-35-00	1,3diaz-9-thiaanthracene-2,4-diones and photopolymerizable mixtures containing same	Canada	Pat. No. 1213274	9/1/1983

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
M	2479-35-00 (51435)	Radiation polymerizable mixture, copolymer contained therein and a process for the preparation of the copolymer	EPC: Austria, Belgium, France, Germany, Italy, Netherlands, Sweden, Switzerland, U.K. Japan South Africa Singapore U.S.A.	Pat. No. 0173057  Pat. No. 1971978 Pat. No. 855194 Pat. No. 91907980 Pat. No. 4705740	7/17/1985  7/25/1985 7/10/1985 7/17/1985 7/11/1985
M	2479-35-02 (51435)	Radiation polymerizable mixture, copolymer contained therein and a process for the preparation of the copolymer	EPC: Austria, Belgium, France, Germany, Italy, Netherlands, Sweden, Switzerland, U.K.	Pat. No. 0271077	7/17/1985
M	2618-35-14 (51442)	Photopolymerizable composition containing an N-Heterocyclic photo initiator	U.S.A.	Pat. No. 6114091	11/3/1997
M	2618-35-97 (51443)	Photopolymerizable composition and photopolymerizable recording material prepared using this composition	U.S.A.	Pat. No. 6127091	11/3/1997
M	2921-35-02 (51444)	Esterified Styrene/Maleic anhydride polymer	U.S.A.	Pat. No. 5773518	8/15/1997
M	2921-35-29 (51444)	Method of Producing a resist pattern by contact imaging a photoimageable composition providing a tack-free surface.	U.S.A.	Pat. No. 5698376	3/20/1996
M	3500-35-00 ( <del>51449</del> )	Photoimageable compositions having improved flexibility adhesion and stripping characteristics	Australia Canada China Hong Kong Japan Korea Singapore Taiwan U.S.A.	Pat. No. 705608 App No. 2249527 App No. 981230539 App No. 991033001 App No. 10337099 App No. 9850659 Pat. No. 77202 App No. 87116833 Pat. No. 5952153	10/12/1998 10/5/1998 12/1/1998 7/30/1999 11/27/1998 11/25/1998 10/8/1998 10/7/1998 12/1/1997
M	3501-35-00	Photoimageable compositions containing photopolymerizable urethane oligomers and dibenzoate	Australia China Hong Kong Japan Korea Singapore Taiwan U.S.A.	App No. 8840098 App No. 981230547 App No. 991033039 App No. 10337100 Pat. No. 0269566 Pat. No. 72876 App No. 87116832 Pat. No. 5,939,239	10/12/1998 12/1/1998 7/30/1999 11/27/1998 11/25/1998 10/9/1998 10/9/1998 12/1/1997
M	3506-35-00 (51451)	Photoimageable composition having improved stripping properties in aqueous alkaline solutions	China Hong Kong Japan Korea Taiwan U.S.A.	App No. 991041550 App No. 991051231 App No. 1172207 Pat. No. 0310653 App No. 88102006 Pat. No. 5922509	3/18/1999 11/9/1999 3/17/1999 3/17/1999 2/9/1999 3/5/1998

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
M	3608-35-00	Photoimageable composition	EPC Australia Canada China Japan Korea Singapore Taiwan U.S.A.	App No. 983095639 Pat. No. 707217 Pat. No. 2252240 App No. 981230458 App No. 10337103 Pat. No. 0303098 Pat. No. 72883 App No. 87119507 Pat. No. 6004725	11/23/1998 10/27/1998 10/27/1999 12/1/1998 11/27/1999 11/25/1998 11/2/1998 11/24/1998 7/17/1998
M	3630-35-00 (50862)	Photoimageable compositions having flexibility and stripping ability	U.S.A.	Pat. No. 6322951	12/11/1999
M	3630-35-17 (50875)	Photoimageable compositions having improved stripping ability and resolution	EPC China Hong Kong Japan Korea Taiwan U.S.A.	App No. 99309618.9 App No. 991248007 App No. 00107960.1 App No. 99353667 App No 1019990054878 App No. 88121429 Pat. No. 6319653	11/30/1999 12/10/1999 11/30/1999 12/13/1999 12/3/1999 12/7/1999 8/18/1999
M	3630-35-24 (50863)	Photoimageable compositions having improved flexibility and stripping ability	EPC China Hong Kong Japan Korea Taiwan U.S.A.	App No. 99309619.7 App No. 99126102 App No. 00107976.3 App No. 99353717 App No. 1019990055 App No. 88121428 Pat. No. 6329123	11/30/1999 12/10/1999 11/3/1999 12/13/1999 12/7/1999 2/29/2000 7/30/1999
S	50152	Dry film photoresist construction suitable for rolling up on itself	U.S.A. Europe Japan	Pat. No. 6,057,079 Pub. No. 905564 Pub. No. 11237723	
S	50485	Dry film photoimageable compositions	U.S.A. Japan EPC: Germany, France, U.K., Italy, Netherlands	Pat. No. 6,455,231, Pat. No. 2001194778 Pat. No. 1098223	
S	50661	Photoresists having increased photospeed	EPC Japan Korea Taiwan	Pending Pending Pending Pending	
S	50884	Photoresist compositions	EPC U.S.A. China Japan Korea Taiwan	Pending 09/995880 Pending Pending Pending Pending	11/28/2001 11/28/2001 11/28/2001 11/27/2001 11/28/2001
S	50967	Photoresist Compositons	EPC U.S.A. China Japan Korea Taiwan	Pending 09/995921 Pending Pending Pending Pending	11/28/2001 11/28/2001 11/28/2001 11/27/2001 11/28/2001
S	50896	Photopolymerizable Compositions that Exhibit Improved Stripping Ability and Chemical Resistance Opened 10/1/00		Not yet filed	

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
S	51325	Photopolymerizable Compositions that Exhibit Improved Stripping Ability and Chemical Resistance Opened 12/15/01		Not yet filed	

The patents and patent applications in Table 2 are to be transferred to Buyer, subject to an exclusive license to Nichigo-Morton in the Territory as defined in the Joint Venture Agreement between Morton International, Inc. and Nippon-Gohsei.

**Table 2**

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
M	1763-35-24 (51421)	Dry Film Photoresist for Forming a Conformable Mask and Method of Application to a Printed Circuit Board or the Like	EPC: Austria, Belgium, France, Germany, Italy, Liechtenstein, Netherlands, Spain, Sweden, Switzerland, U.K. Australia Canada Japan Korea Singapore U.S.A.	Pat. No. 0330339  Pat. No. 625637 Pat. No. 1304169 Pat. No. 251945949 Pat. No. 59745 Par. No. 50432 Pat. No. 4992354	2/9/1989  2/15/1989 2/24/1989 2/17/1989 2/25/1989 2/10/1996 10/28/1988
M	2122-35-00	Photosensitive Laminate Having Dual Intermediate Layers: Dry film laminate for PCB	EPC: Belgium, France, Germany, Italy, Netherlands, Spain, U.K. Canada Hong Kong Japan Singapore U.S.A.	Pat. No. 0565233  Pat. No. 2089822 Pat. No. 1005154 Pat. No. 2572928 Pat. No. 50525 Pat. No. 5270146	3/5/1993  2/18/1993 5/19/1998 3/25/1993 3/5/1993 4/7/1992
M	2448-35-00 (51431)	Radiation polymerizable mixtures with crosslinkable binder	EPC: Austria, Belgium, Germany, Spain, France, UK, Italy, Netherlands, Sweden, Switzerland  Canada Hong Kong Israel Japan Korea Singapore USA	Pat. No. 0141921  Pat. No. 1226392 Pat. No. 231988 Pat. No. 72683 Pat. No. 2082732 Pat. No. 50502 Pat. No. 87907853 Pat. No. 4572887	8/7/1984  8/14/1984 8/7/1984 8/14/1984 8/16/1984 8/14/1984 8/7/1984 8/13/1984

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
M	2461-35-00	Radiation-polymerizable mixture	U.S.A. South Africa Japan Korea Canada Finland Israel	Pat. No. 4956264 Pat. No. 8608307 Pat. No. 62119541 Pat. No. 9407774 Pat. No. 1300786 Pat. No. 8604625 Pat. No. 80582	1/22/1986
M	2463-35-00	Photopolymerizable compositions, a leuco dye and a leuco dye stabilizer	EPC: Austria, Belgium, France, Italy, Germany, Netherlands, Spain, Sweden, Switzerland, U.K. Canada Japan Korea Taiwan U.S.A.	Pat. No. 0311926  Pat. No. 1329043 Pat. No. 2645110 Pat. No. 129540 Pat. No. 39878 Pat. No. 4940647	10/7/1988  10/11/1988 10/14/1988 10/14/1988 9/24/1988 10/6/1988
M	2467-35-00	Radiation polymerizable composition and Recording material prepared from the composition	EPC: Austria, Belgium, France, Germany Italy, Netherlands, Spain, Sweden, Switzerland, U.K. Canada Japan Korea South Africa Taiwan	Pat. No. 033059  Pat. No. 589089218 Pat. No. 2788921 Pat. No. 140880 Pat. No. 891198 Pat. No. 46070	2/15/1989  2/15/1989 2/20/1989 2/23/1989 2/16/1989 2/3/1989
M	2469-35-00	Process for Stabilizing a Leuco-dye solution by means of a piperidine derivative	EPC: Austria, Belgium, France, Germany, Italy, Netherlands, Spain, Sweden, U.K. Australia Canada Finland Japan Korea Taiwan U.S.A.	Pat. No. 0363775  Pat. No. 628865 Pat. No. 2000051 Pat No. 95477 Pat. No. 2063944 Pat. No. 123630 Pat. No. 45251 Pat. No. 5085669	10/2/1989  10/6/1989 10/2/1989 10/5/1989 10/7/1989 10/6/1989 10/6/1989 10/6/1989
M	2616-35-00	Photopolymerizable mixture and photopolymerizable copying material	Canada Japan U.S.A.	Pat. No. 2006074 Pat. No. 2821463 Pat. No. 5217845	12/20/1989 12/22/1989 9/26/1991
M	2618-35-00 (51441)	Photopolymerizable composition and photopolymerizable recording material prepared using this composition	EPC: France, Germany Switzerland, U.K. Japan Korea	Pat. No. 0474009  Pat. No. 2980743 Pat. No. 190200	8/19/1991  8/29/1991 8/28/1991

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
M	2921-35-24 (51444)	Photoimageable compositions having improved alkaline process resistance and tack-free surface	EPC: Austria, Belgium, France, Germany, Italy, Liechtenstein, Netherlands, Spain, Sweden, Switzerland, U.K. Australia Canada China Hong Kong Israel Japan Korea Mexico U.S.A.	Pat. No. 0726499  Pat. No. 677537 Pat. No. 2166177 Pat. No. 961035935 Pat. No. 1005153 Pat. No. 116414 Pat. No. 29550770 Pat. No. 169207 Pat. No. 187561 Pat. No. 5609991	2/8/1996  2/2/1996 12/27/1995 2/9/1996 5/19/1998 12/15/1995 2/7/1996 2/6/1996 2/8/1996 8/3/1995

All rights, title and interest to the patents and patent applications listed in Tables 3 and 4 shall remain with Seller or its Selling Affiliate. Seller or its Selling Affiliate hereby grants the Buyer, and Buyer hereby accepts, an irrevocable, exclusive, worldwide, fully paid-up license under the patents and patent applications listed in Table 3 of this Schedule, to make, have made, use, offer for sale, sell and import products, services, and uses for applications only within the Business, including the right to sublicense purchases of Buyer to use the products, services and uses only within the Business.

**Table 3**

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
M	1558-35-17 (51426)	Photoinitiator Composition Containing Bis Ketocoumarin Dialkylamino Benzoate, Camphorquinone and/or a Triphenylimidazole Dimer: Photoinitiators are useful in photopolymerizable compositions which are polymerized by exposure to visible laser light.	U.S.A.	Pat. No. 4894314	11/16/1988
M	2449-35-00 (51432)	Process and Laminate for the Manufacture of through-hole plated electric printed circuit boards	U.S.A.	Pat. No. 4770900	3/16/1987

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
M	2521-35-00 (51437)	Waterborne photoresists having binders neutralized with amino acrylates: includes claims to a dry film.	EPC: Austria, Belgium, France, Germany, Italy, Liechtenstein, Netherlands, Spain, Switzerland, U.K. Canada China Hong Kong Israel Korea Mexico Singapore Taiwan U.S.A.	Pat. No. 0664488  Pat. No. 2133148 Pat. No. 1071911 App No. 981042118 App No. 112008 Pat. No. 144639 Pat. No. 198976 Pat. No. 49621 Pat. No. 075296 Pat. No. 5393643	10/27/1994  9/28/1994 11/21/1994 5/15/1998 12/16/1994 12/21/1994 10/18/1994 10/27/1994 9/24/1994 5/4/1994
M	2550-35-00 (51439)	Waterborne photoresists having binders with sulfonic acid functionality: has claims directed to a dry film.	U.S.A.	Pat. No. 5411837	5/5/1994
M	3277-35-17 (51447)	High resolution positive acting dry film photoresist	U.S.A.	Pat. No. 5981135	8/13/1997
M	3277-35-24 (51447)	High resolution positive acting dry film photoresist	EPC: Belgium, France, Germany, Italy, Netherlands, Spain, U.K. Canada China Japan Korea Malaysia Taiwan	Pat. No. 0848290  Pat. No. 2224312 App No. 971141835 App No. 9340012 Pat. No. 0278257 App No. 9705938 App No. 86117705	12/10/1997  12/10/1997 12/10/1997 12/9/1997 12/10/1997 11/25/1997
M	3502-35-00 (51450)	Photoimageable composition having improved flexibility	China EPC Hong Kong Japan Korea Singapore Taiwan U.S.A.	App No. 991071425 App No. 993039338 App No. 001006075 App No. 111292218 Pat. No. 0294549 App No. 99019390 App No. 88104047 Pat. No. 5952154	5/31/1999 5/20/1999 2/1/2000 5/10/1999 5/27/1999 4/23/1999 3/16/1999 5/29/1998
M	3629-35-00 (50698)	Photoimageable compositions having improved chemical resistance and stripping ability	U.S.A.	Pat. No. 6045973	12/11/1998
M	3629-35-24 (50698)	Photoimageable compositions having improved chemical resistance and stripping ability	EPC Australia Canada China Hong Kong Israel Japan Korea Singapore Taiwan U.S.A.	App No. 99309620.5 App No. 9963004 App No. 2291547 App No. 991261011 App No. 00107975.4 App No. 133218 App No. 99353696 App No. 10199900562 Pat. No. 79295 Pat. No. 155500 Pat. No. 6054252	11/30/1999 12/1/1999 12/3/1999 12/10/1999 11/30/1999 11/30/1999 12/13/1999 12/9/1999 12/19/1999 12/7/1999 7/30/1999

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
S	50775	Functionalized polymer: pendent urethane groups from the polymer backbone characterize the polymer and provide improved properties.	Provisionally filed in the U.S.	60/357,416	02/15/02
S	50956	Photoresist Compositions	EPC U.S.A. China Japan Korea Taiwan	Pending 10/118225 Pending Pending Pending Pending	4/10/2002 4/6/2002 4/18/2002 4/18/2002 4/16/2002 4/12/2002
S	51384	Modified initiator with chemical reactivity for photoimageable resists	Provisionally filed in U.S.	60/414759	9/30/2002
S	51486	Improved Photoresist	Provisionally filed in U.S.	60/414758	9/30/2002
S	51819	Functionalized Polymer	Provisionally filed in U.S.	App No. 60/432875	12/12/2002

Seller or its Selling Affiliate hereby grants the Buyer, subject to an exclusive license to Nichigo-Morton in the Territory as defined in the Joint Venture Agreement between Morton International, Inc. and Nippon-Gohsei, and Buyer hereby accepts, an irrevocable, exclusive, worldwide, fully paid-up license under the patents and patent applications listed in Table 4 of this Schedule, to make, have made, use, offer for sale, sell and import products, services and uses for applications only within the Business, including the right to sublicense purchasers of Buyer to use the products, services and uses only within the Business.

**Table 4**

Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
M	2487-35-24 (51436)	Waterborne photoresists having associate thickness: May be used as a liquid or dry film.	EPC: Austria, Belgium, France, Germany, Italy, Liechtenstein, Spain, Netherlands, Switzerland, U.K. Australia Brazil Canada China Hong Kong Israel Japan Korea Mexico Taiwan U.S.A.	Pat. No. 066490  Pat. No. 660392 Pat. No. 94047383 Pat. No. 2131044 Pat. No. 200233 App No. 981042127 Pat. No. 112006 Pat. No. 2705907 Pat. No. 142022 Pat. No. 198426 Pat. No. 076498 Pat. No. 5364737	10/27/1994  8/29/1994 11/24/1994 8/29/1994 9/16/1994 5/15/1998 12/16/1994 19/1995 10/7/1994 10/18/1994 8/30/1994 2/18/1994



Assignee	Docket No.	Title/Description	Filings	Status	Filing Date
M	2522-35-00 (51438)	Waterborne photoresists having non-ionic fluorocarbon surfactants: has claims to a dry film.	EPC: Austria, Belgium, France, Germany, Italy, Liechtenstein, Spain, Switzerland, U.K. Brazil Canada China Hong Kong Israel Japan Korea Mexico Singapore Taiwan U.S.A.	Pat. No. 0664486  Pat. No. 95002561 Pat. No. 2133147 Pat. No. 1071910 Pat. No. 1005151 Pat. No. 112005 Pat. No. 2703732 Pat. No. 149902 Pat. No. 196838 Pat. No. 50509 Pat. No. 085842 Pat. No. 5389495	10/27/1994  1/19/1995 9/28/1994 11/21/1994 5/19/1998 12/16/1994 1/24/1995 11/2/1994 10/18/1994 2/22/1996 9/24/1994 4/6/1994
M	2551-35-00 (51440)	Waterborne photoresists having polysiloxanes: has claims to a dry film.	EPC: Austria, Belgium, France, Germany, Italy, Liechtenstein, Netherlands, Spain, Switzerland, U.K. Australia Canada China Hong Kong Israel Japan Korea Mexico Singapore Taiwan U.S.A.	Pat. No. 0664491  Pat. No. 661438 Pat. No. 21331499 Pat. No. 1072812 Pat. No. 1002939 App No. 112009 Pat. No. 2703731 Pat. No. 149903 Pat. No. 198975 Pat. No. 43816 Pat. No. 085153 Pat. No. 5387494	10/27/1994  9/27/1994 9/28/1994 11/21/1994 3/11/1998 12/16/1994 1/23/1995 11/21/1994 10/18/1994 10/27/1994 9/24/1994 3/30/1994
M	2921-35-00 (51444)	Method of producing a resist pattern by contact imaging a photoimageable composition providing a tack-free surface.	U.S.A.	Pat. No. 5576145	2/10/1995
M	2921-35-01 (51444)	Esterified Styrene/Maleic anhydride polymer and polymer-containing photoimageable compositions having improved alkaline process resistance	U.S.A.	Pat. No. 5698370	9/6/1996

**Schedule 1.1(p)(ii)**

The following trademarks are to be transferred to Buyer, subject to an exclusive license to Nichigo-Morton in the Territory as defined in the Joint Venture Agreement between Morton International, Inc. and Nippon-Gohsei. Assignee M refers to Morton International, Inc.

Assignee	Trademark	Country	Status	Next Renewal
M	CONFORMASK	European Community	Registered	01-Apr-2006
M	CONFORMASK	Japan	Registered	30-Aug-2003
M	CONFORMASK	United Kingdom	Registered	09-Apr-2008
M	CONFORMASK	United Kingdom	Registered	09-Apr-2008
M	CONFORMASK	United States	Registered	05-Feb-2011
M	CONFORMASK	Viet Nam	Registered	20-Mar-2003
M	DYNAMASK	Australia	Registered	12-Jul-2007
M	DYNAMASK	Benelux	Registered	13-Jul-2000
M	DYNAMASK	Denmark	Registered	05-Jun-2012
M	DYNAMASK	Finland	Registered	05-Aug-2012
M	DYNAMASK	France	Registered	27-Jul-2000
M	DYNAMASK	Germany	Registered	16-Jul-2010
M	DYNAMASK	Hong Kong	Registered	04-Aug-2011
M	DYNAMASK	India	Registered	13-Jul-2004
M	DYNAMASK	Italy	Registered	31-Jul-2000
M	DYNAMASK	Japan	Registered	31-Oct-2004
M	DYNAMASK	Korea, Republic of	Registered	26-Feb-2003
M	DYNAMASK	Malaysia	Registered	25-Jul-2007
M	DYNAMASK	Norway	Registered	29-Jul-2003
M	DYNAMASK	Singapore	Registered	18-Jul-2007
M	DYNAMASK	South Africa	Registered	16-Jul-2000
M	DYNAMASK	Spain	Registered	19-Jul-2000
M	DYNAMASK	Sweden	Registered	19-Mar-2003
M	DYNAMASK	Switzerland	Registered	10-Jul-2010
M	DYNAMASK	Taiwan	Registered	15-Apr-2001
M	DYNAMASK	United Kingdom	Registered	19-Jul-2007
M	DYNAMASK	United States	Registered	27-Nov-2010
M	DYNAMASK	Viet Nam	Registered	20-Mar-2003
M	DYNAMASK IN CHINESE	Hong Kong	Registered	22-Oct-2011
M	DYNAMASK IN CHINESE	Singapore	Registered	07-Sep-2007
M	LAMINAR	Australia	Registered	08-Oct-2009
M	LAMINAR	Australia	Registered	08-Oct-2009
M	LAMINAR	Benelux	Registered	01-Oct-2004
M	LAMINAR	European Community	Registered	01-Apr-2006
M	LAMINAR	France	Registered	13-Mar-2004
M	LAMINAR	Hong Kong	Registered	30-Mar-2008
M	LAMINAR	India	Registered	03-Oct-2009
M	LAMINAR	Italy	Registered	07-Oct-2004
M	LAMINAR	Japan	Registered	30-Apr-2012
M	LAMINAR	Korea, Republic of	Registered	20-Sep-2005
M	LAMINAR	Malaysia	Registered	12-Dec-2011

M	LAMINAR	Mexico	Registered	08-Apr-2011
M	LAMINAR	Norway	Registered	14-Jun-2009
M	LAMINAR	Singapore	Registered	21-Nov-2011
M	LAMINAR	South Africa	Registered	18-Sep-2004
M	LAMINAR	Sweden	Registered	08-Aug-2005
M	LAMINAR	Taiwan	Registered	01-Apr-2005
M	LAMINAR	United Kingdom	Registered	25-Apr-2008
M	LAMINAR	United States	Registered	22-Aug-2012
M	LAMINAR	Viet Nam	Registered	20-Mar-2003

**Schedule 1.1(p)(iii)**

The following trademarks are to be transferred to Buyer. Assignee S refers to Seller.

Assignee	Trademark	Country	Status	Next Renewal
S	ProEtch		Not Registered	
S	ProTent		Not Registered	
S	ProPlate		Not Registered	

**Schedule 1.1(p)(iii)**

Seller or its Selling Affiliate has granted an exclusive license to Nichigo-Morton in the Territory, as defined in the Joint Development Agreement between Morton International, Inc. and Nippon-Gohsei, to certain know-how relating to products listed below sold by Morton International, Inc. in Japan as of the date of the license to Nichigo-Morton and any enhanced or refined versions thereof.

**Dryfilm Products**

AX1.0	AX1.5	AX2.0	UF0.5	UF1.5	LC300
HG1.0	HG1.5(TK1.5)		GH2.0	GA1.0	GA1.3
GA2.0	GA3.0	GA4.0	LP2.0	LP3.0	VG0.5
AP2.0	AT1.2	TE1.0	TE1.3	TE1.5	TE2.0
5020	5038	5050			

**Soldermask Products**

Conformask2015	Conformask2023	Conformask2515	Conformask2523
DM3.0	DM4.0	Dynamask 5010	Dynamask 5030
Dynamask 5040	KM3.0	KM4.0	